

SETTLEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release ("Agreement") between the City of Greensboro, a North Carolina municipal corporation (the "City") and N Club, LLC, a North Carolina limited liability company ("N Club") and Greater Greensboro Entertainment Group, LLC, a North Carolina limited liability company ("GGEG"), is entered into as of the effective date listed below.

WHEREAS, the City on December 21, 2017 gave notice to N Club of the City's intent to institute a condemnation action pursuant to Chapter 40A of the North Carolina General Statutes to acquire certain property rights of N Club in property owned by the City located at 112 E. Market St. (Guilford County Parcel #00000004), which property has been designated for use in the construction and operation of a public parking deck ("The February One Parking Deck") as part of the City's parking enterprise system.

WHEREAS, the City on December 22, 2017 gave notice to GGEG of the City's intent to terminate a Shared Parking Agreement between the City and GGEG, which Shared Parking Agreement provided GGEG certain rights in property owned by the City located at 112 E. Market St. (Guilford County Parcel #00000004), which property has been designated for use in the construction and operation of a public parking deck ("The February One Parking Deck").

WHEREAS, there is a dispute about the City's acquisition of the property rights of N Club in the property owned by the City located at 112 E. Market St. and there is a dispute about the City's termination of the Shared Parking Agreement;

WHEREAS, on January 19, 2018 N Club and GGEG filed civil action 18-CvS-2652 in Guilford County Superior Court against the City related to the City's intended acquisition of the property rights of N Club in the property owned by the City located at 112 E. Market St. and the City's termination of the Shared Parking Agreement ("the Civil Action");

WHEREAS the City and N Club have agreed to settle all disputes between them related to the City's acquisition of certain property interests of N Club in the property owned by the City located at 112 E. Market St.;

WHEREAS the City and GGEG have agreed to settle all disputes between them related to the City's termination of the Shared Parking Agreement;

THEREFORE, for and in consideration of the terms in this Agreement and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows.

1. **TRANSFER OF PROPERTY TO N CLUB.** The City will deed to N Club the real property described in Exhibit A to this Agreement in exchange for release of N Club's easement right as described in Exhibit B.

2. **USE OF TRANSFERRED PROPERTY BY N CLUB.** N Club may construct an additional structure on the property described in Exhibit A to this Agreement (up to three-stories

in height) to provide additional “back of house” staging and access for the operations of N Club or its tenant (the “Green Room/Dressing Room”). All plans must be properly permitted, and construction must comply with requirements of applicable law. The City shall help facilitate prompt review of applications for and shall facilitate the prompt approval of building permits for the Green Room/Dressing Room.

3. **RECORDED PARKING EASEMENT.** Prior to recording the Shared Access Agreement described in Paragraph 4 below, the City shall convey a parking easement 80 feet in length and 15 feet in width to N Club (and its successors and assigns), provided that during construction this parking easement may be encroached on by no more than one (1) foot along its eastern line. The 80 foot long parking easement shall begin south of the southern edge of the Peters Holdings property and continue southward 80 feet in length. This parking easement shall give N Club (and its successors and assigns) the exclusive right to park in the parking easement in connection with shows or events scheduled at 117-119 S. Elm St. subject to conditions set forth in the parking easement. This parking easement is more particularly described in Exhibit C. The parking easement referenced in this paragraph is shown in green on the Westin Greensboro Site Plan incorporated herein by reference as Exhibit D.

4. **RECORDED SHARED ACCESS EASEMENT.** On April 24, 2018 the City will, by Resolution, authorize the widening of said shared access easement (“Shared Access Easement”) for ingress, egress, and regress, said resolution and Shared Access Easement being described more particularly in Exhibit E attached hereto. Upon execution of this Agreement, the City will take all steps necessary to record the Shared Access Easement and grant N Club (and its successors and assigns) rights in this Shared Access Easement.

5. **NEW RECORDED SHARED ACCESS AGREEMENT.** Upon issuance to the City of the final certificate of occupancy for the February One Parking Deck, the Shared Access Easement will be widened so that it is no less than nineteen (19) feet in width at the intersection of the Shared Access Easement with E. Market St, and shall extend approximately two hundred and twenty (220) feet long from the Shared Access Easement entrance on East Market Street to the easement terminus behind 117 South Elm Street (the “New Shared Access Easement”). This New Shared Access Easement will be better defined at the conclusion of construction of the February One Deck, after “as built” surveys are available, and shall increase in width to extend from the western edge of the City property adjacent to parcels 101-119 to the edge of the February One Parking deck on the east side of the easement. The City will take all steps necessary to promptly record and grant N Club (and its successors and assigns) rights in this New Shared Access Easement.

6. **RECORDED PARKING RIGHTS IN THE NEW SHARED ACCESS EASEMENT.** Upon issuance to the City of the final certificate of occupancy for the February One Parking Deck, the City will take all necessary steps to promptly record and grant to N Club (or its assigns) the right to park within the New Shared Access Easement in connection with a show or event that is scheduled at N Club’s property. This parking right may be exercised for a period of twenty-two hours, beginning at 6:00 am EST on the day of the show or event and ending at 4:00 am EST on the following day. N Club (or its assigns) may exercise this right for a maximum of fifteen (15) total shows/events in a calendar month.

In order for N Club (or its assigns) to exercise this parking right, N Club (or its assigns) must give the City Manager written notice via email of each show or event for which it intends to exercise this right within a reasonable time after booking or scheduling of the show or event, and in no circumstance less than three (3) business days prior to the show or event. Failure to provide notice for a show or event in accordance with these requirements may result in the City denying N Club (or its assigns) the parking right for that particular show or event.

Any parking by N Club (or its assigns) within the New Shared Access Easement must be executed by the N Club (or its assigns) such that no doorway or stairwell is unreasonably obstructed and such that pedestrian access is maintained. N Club (or its assigns) must provide in writing to the City Manager via email contact information for a point of contact for each show or event for which this parking right is exercised, which point of contact shall have immediate access to the operators of any vehicles that are parked in the Shared Access Easement so that such operators can be instructed to move the vehicles in the event there is an emergency need for the Shared Access Easement to be cleared of vehicles. N Club (or its assigns) must provide the City with this point of contact information no less than twenty-four (24) hours prior to the parking right being exercised. Failure to materially comply with any emergency need more than three times in any calendar year may result in revocation of the parking rights granted by this agreement.

7. DURING CONSTRUCTION OF THE FEBRUARY ONE PARKING DECK.

A. During the initial phase of construction of the February One Parking Deck, the City will pay for and cause Duke Power to relocate utilities, including an existing switchgear box, and transformer ("Electrical Utilities"). The City will also pay for and reposition the metal stairwell located behind 101 S. Elm Street ("Metal Stairwell"). Prior to and during relocation of the Electrical Utilities and the Metal Stairwell, the City shall provide continued access of N Club (and its tenants) to that is at least seventeen (17) feet in width, via Davie St. or East Market St running continuously to the N Club back door (the "Temporary Tour Bus Parking Area"). One of the two locations identified in blue on the Westin Greensboro Site Plan incorporated herein by reference, shall be available for the Temporary Tour Bus Parking Area depending on construction activities.

B. After relocation of the Electrical Utilities, and during construction of the February One Parking Deck, N Club or its tenants will have use of the Shared Access Easement and the City shall provide to N Club and its tenants a parking area running from E. Market Street to the stairs off of 101 S. Elm St. (approximately 14' x 70' long) for parking from 6am to 4am. Permissible uses of the Shared Access Easement shall be coordinated as described in paragraph 7(c) below. In addition, if necessary for a show and with at least three (3) business days' prior notice provided to the City Manager by email, N Club and GGEG, may use the area on Elm Street in front of the N Club or on East Market Street between Elm Street and Davie Street for bus/trailer parking.

C. Upon selection of a construction contractor for the February One Parking Deck, a point person will be established with whom N Club (or its tenant(s)) can coordinate its activities. The point person shall be required to communicate regularly with the

representative of the N Club or its designee and shall promptly respond to inquiries or requests from such representative or designee.

8. AFTER CONSTRUCTION OF THE FEBRUARY ONE PARKING DECK.

A. Upon issuance to the City of the final certificate of occupancy for the February One Parking Deck, the City will provide N Club and its successors in interest an option to lease annually from the City a reserved parking space within the February One Deck (the "Tour Bus Parking Space"), for rent at the market rate equal to three regular parking spaces. The lease will automatically renew upon payment of the first month's rent for the next 12-month rental period. A powered lift shall be paid for and installed by the City (prior to the issuance to the City of the final certificate of occupancy for the February One Parking Deck). The powered lift shall be located directly across, or approximate thereto, from the rear of the N Club. The powered lift will meet the reasonable specifications of the N Club and shall be capable of lifting a 6-foot wide road case that weighs up to 2500 pounds. The Tour Bus Parking Space and its dimensions are shown in pink on the Westin Greensboro Site Plan, see Exhibit F incorporated herein by reference.

B. The City shall consent to N Club or GGEG (and their successors and assigns) towing a vehicle in any of the easement or parking areas referred to herein if, during a show, such vehicle blocks or prohibits access to the rear of 117-119 South Elm Street.

9. PAYMENT TO GGEG. The City will pay GGEG the total sum of Three Hundred Twenty-Five Thousand and 00/100 Dollars (325,000.00) for settlement of the Civil Action and release of all claims by GGEG against the City. Such payment will be made by the City to GGEG within seven (7) business days of this Agreement having been fully executed by all parties, which execution shall occur prior to April 24, 2018.

10. PAYMENT TO N CLUB. The City will pay N Club the total sum of Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$325,000.00) for settlement of the Civil Action and release of all claims by N Club against the City. Such payment will be made by the City to N Club within seven (7) business days of this Agreement having been fully executed by all parties, which execution shall occur prior to April 24, 2018.

11. COMPLETE RELEASE BY N CLUB. N Club, for itself and its tenants, heirs, predecessors, successors, assigns, and agents, acquit and forever release and discharge the City, its agents, employees, insurers, successors and assigns, affiliates, attorneys, subordinates, and subsidiaries, from any and all causes of action, claims, rights and demands whatsoever, known and unknown, liquidated or contingent, in law or equity, whether in tort or contract, whether under North Carolina law or other law, relating to the subject matter of this lawsuit, which N Club had, now has, or may accrue in the future, excepting, however, any claims arising out of non-performance of this Agreement.

12. **COMPLETE RELEASE BY GGEG.** GGEG, for itself and its tenants, heirs, predecessors, successors, assigns, and agents, acquit and forever release and discharge the City, its agents, employees, insurers, successors and assigns, affiliates, attorneys, subordinates, and subsidiaries, from any and all causes of action, claims, rights and demands whatsoever, known and unknown, liquidated or contingent, in law or equity, whether in tort or contract, whether under North Carolina law or other law, relating to the subject matter of the Civil Action, which GGEG had, now has, or may accrue in the future, excepting, however, any claims arising out of non-performance of this Agreement.

13. **COMPLETE RELEASE BY THE CITY.** The City forever releases and discharges the N Club and GGEG, and their respective tenants, heirs, predecessors, successors and assigns, affiliates, attorneys, subordinates and subsidiaries, from any and all causes of action, claims, rights and demands whatsoever, known or unknown, liquidated or contingent, in law or equity, whether in tort or contract, whether under North Carolina law or other law relating to the subject matter of the Civil Action, which the City had, now has, or may accrue in the future, excepting, however, any claims arising out of the non-performance of this Agreement.

14. **DISMISSAL OF THE CIVIL ACTION.** Within ten (10) business days of the full execution of this Agreement, payment of all sums due to N Club and GGEG, and payment by the City of all attorneys' fees owed to Rossabi Law Partners (as described below), N Club and GGEG will cause the Civil Action to be dismissed with prejudice.

15. **NO ADMISSION.** The parties acknowledge and agree that this Agreement settles a dispute between the City and N Club and GGEG and is not an admission on the part of the City or on the part of N Club or GGEG about the value of the property right in question, the value of any other real property or property right, or the merits of any other legal claim relating to the property right in question or the Shared Parking Agreement, that any party may have against the other.

16. **DUPLICATE ORIGINALS.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute but one document.

17. **BINDING EFFECT.** This Agreement shall be binding upon N Club, GGEG, the City, and their heirs, successors, assigns, agents and the like.

18. **INTEGRATION AND WAIVER.** The entire agreement, intent, and understanding among the parties are contained in the provisions of this Agreement and any stipulations, representations, promises, or agreements, written or oral, made prior to or contemporaneously with this Agreement shall have no legal or equitable effect or consequence unless reduced to writing herein. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver.

19. **COSTS AND ATTORNEY'S FEES.** The City agrees to pay attorney's fees of N Club and GGEG in the total amount of \$85,000 (not including payments already made by the City pursuant to the Professional Services Review Agreement, dated October 24, 2017), payable to

Rossabi Law Partners within seven (7) business days of the full execution of this Agreement, which execution shall take place by April 24, 2018. As to all other costs and attorney's fees, the parties will bear their own costs and attorney's fees.

20. **INDEMNIFICATION.** The City agrees to indemnify, pay the legal fees and costs of the defense for and hold N Club, GGEG (and any other N Club tenant), and their respective successors and assigns, harmless from and against all claims arising from or related to the February One Parking Deck, its construction and use to the degree permitted by law.

21. **GOVERNING LAW AND VENUE.** This Agreement shall only be interpreted, governed, and construed in all respects according to the laws of the State of North Carolina without regard to conflict of law principles. The courts of the State of North Carolina located in Guilford County shall have sole and exclusive jurisdiction to hear all disputes that arise under this Agreement.

22. **AUTHORIZED SIGNATORIES.** The undersigned representatives of the City, N Club, and GGEG warrant and represent that they are authorized to execute this Agreement on behalf of the City, N Club, and GGEG, respectively.

23. **DRAFTING OF AGREEMENT.** Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of legal counsel. Accordingly, this Agreement shall not be more strictly construed against any of the parties, and shall be interpreted as if the parties hereto jointly prepared it.

IN WITNESS WHEREOF, each party has executed this Agreement.

N CLUB, LLC

Printed name: Rocco Scatone Manager

Signed name: Rocco Scatone

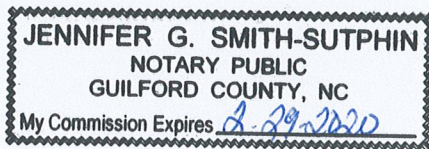
Title: Manager

Date: 4/24/18

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 24th day of April 2018. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.



Jennifer G. Smith-Sutphin

Notary Public

Jennifer G. Smith-Sutphin
Printed Name

My Commission Expires: 2-29-2020

(SEAL)

**GREATER GREENSBORO
ENTERTAINMENT GROUP, LLC**

Printed name: Rocco Scartano Manager

Signed name: [Signature]

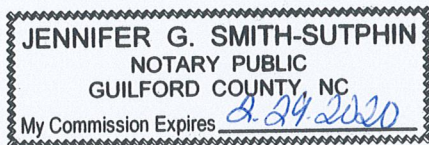
Title: Manager

Date: 4-24-18

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 24th day of April 2018. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.



[Signature]
Notary Public

Jennifer G. Smith-Sutphin
Printed Name

My Commission Expires: 2-29-2020

(SEAL)

CITY OF GREENSBORO

Printed name: David Parrish

Signed name: David Parrish

Title: Interim City Manager

Date: 4-24-18

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

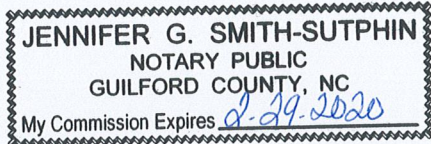
R. L. Lusk 4-24-2018
Finance Officer

Approved as to form:

[Signature]
City Attorney

COUNTY OF GUILFORD

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 24th day of April 2018. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.



Jennifer G. Smith-Sutphin

Notary Public

Jennifer G. Smith-Sutphin

Printed Name

(SEAL)

My Commission Expires: 2-29-2020

A PORTION OF GUILFORD COUNTY PARCEL NUMBER 0000004

Beginning at an existing magnetic nail at the northeastern corner of said herein described tract, said nail being in the western property line of Grantor (now or formerly City of Greensboro as described and recorded in Deed Book 7948, Page 2720, in the Office of the Register of Deeds of Guilford County, N.C.), said nail also being a southeastern corner of N Club, LLC as described and recorded in Deed Book 6562, Page 2286 in said Guilford County Registry; thence from said point of beginning North 85°55'35" West 17.26 feet to a point at the northwestern corner of said herein described tract, thence South 03°55'46" West 20.00 feet crossing a nail at 1 foot to a point being the southwestern corner of said herein described tract; thence with a new line South 85°55'35" East 17.26 feet to a point at the southeastern corner of said herein described tract; thence with a new line North 03°55'46" East 20.00 feet to the point of beginning, containing an area of 345 square feet more or less.

For boundary reference, see survey done by Sacks Surveying & Mapping, P.C. for the City of Greensboro, dated July, 2017

filename: 112 E Market St #3.docx Initials: rvh

Date: 4/10/18

Exhibit A

A PORTION OF A 9' WIDE ALLEY WAY WITHIN GUILFORD COUNTY
PARCEL NUMBER 0000004

A portion of an existing 9' Wide Alley Way containing an area of 1,227 square feet, located within Guilford County Parcel Number 0000004, being described as follows:

Beginning at a new PK nail, lying in the western margin of South Davie Street, lying in the eastern property line of Guilford County Parcel Number (GCPN) 0000004 as described and recorded in Deed Book 7948, Page 2720 in the Office of the Register of Deeds of Guilford County, NC; thence from said point of beginning North 86°01'43" West 137.47 feet to a point, said point being the southwestern corner of the herein described tract; thence along the western margin of said herein described tract North 04°05'14" East 8.22 feet to a point at the northwestern corner of said herein described easement; thence along the northern margin of said herein described tract the following three (3) courses and distances: 1) South 87°18'53" East 37.63 feet to a point lying in the northern edge of herein described portion of a 9' alley way; thence 2) continuing along above said northern edge of herein described portion of a 9' alley way South 85°57'28" East 39.34 feet to a PK nail lying 0.82 feet south and 0.47 feet east of a 2 story brick building located at 116 East Market Street; thence 3) continuing along above said northern edge of herein described portion of a 9' alley way South 86°00'44" East 60.53 feet to a point lying 0.73 feet south of above described 2 story brick building, being the northeastern corner of herein described portion of a 9' alley way; thence South 04°10'57" West 9.00 feet back to the principle point of beginning.

For boundary reference, see survey done by Sacks Surveying & Mapping, P.C. for the City of Greensboro, dated March, 2018 for the February One Parking Deck as well as Deed Book 669, Page 576; and Deed Book 1206, Pages 424 and 436.

filename: 112 E Market St #2.docx Initials: jcc Date: 1-30-2018

Exhibit B

N Club Recorded Parking Easement

The 80 foot long and 15 foot wide parking easement shall begin south of the southern edge of the Peters Holdings property and continue southward 80 feet in length, provided that during construction of the February One Downtown Development Project, this parking easement may be encroached on by no more than one (1) foot along its eastern edge. This parking easement will be located over the Shared Access Easement.

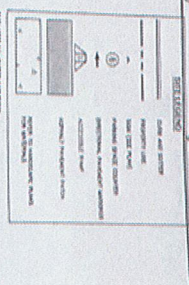
The owner of the parking easement shall have the exclusive right to park and rights of ingress, egress, and regress in the parking easement in connection with shows or events scheduled at 117-119 S. Elm St. These rights may be exercised for periods of twenty-two hours at a time, beginning at 6:00 am EST on the day of the show or event and ending at 4:00 am EST on the following day. In order for the owner of the parking easement to exercise these rights, owner (or its assigns) must give the City Manager written notice via email of each show or event for which it intends to exercise this right within a reasonable time after booking or scheduling of the show or event, and in no circumstance less than three (3) business days prior to the show or event. Owner (or its assigns) must provide in writing via email to the City Manager contact information for a point of contact for each show or event for which this parking right is exercised, which point of contact shall have immediate access to the operators of any vehicles that are parked in parking easement so that such operators can be instructed to move the vehicles in the event there is an emergency need for the parking easement to be cleared of vehicles. Owner (or its assigns) must provide the City with this point of contact information no less than twenty-four (24) hours prior to the parking right being exercised.

At all times during which this parking right is being exercised, pedestrian access, including pedestrian exit discharge paths, in the Shared Access Easement must be maintained.

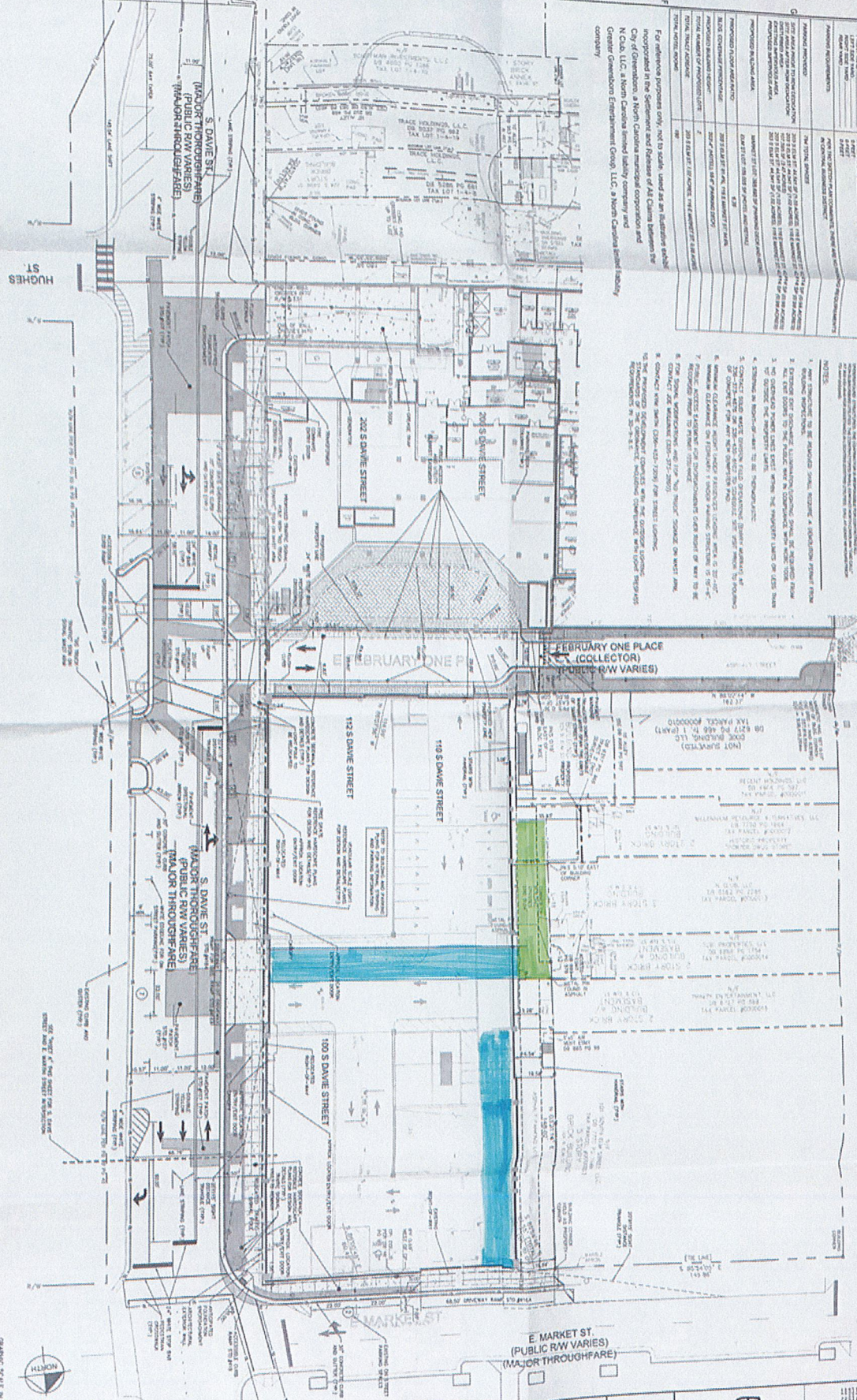
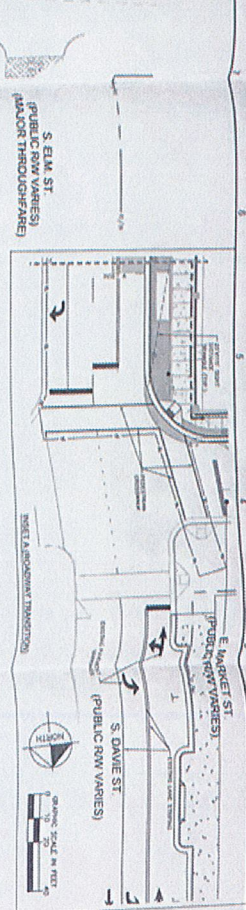
Exhibit C

[illegible]

For reference purposes only, not to scale, used as indicators when incorporated in the Settlement and Release of All Claims between the City of Greensboro, a North Carolina municipal corporation and N Club, LLC, a North Carolina limited liability company and Greater Greensboro Entertainment Group, LLC, a North Carolina limited liability company.



NOTES:

[illegible]

Ex. D

**Design Development
Package
Not For Construction**

CJMW
ARCHITECTURE
17 Kensington Ave., Suite
100 • New York, NY 10014
Tel: 212-754-1711
www.cjmw.com

Kimley»Horn
MC LICENSE #41022 2017 ©

421 FAVERTELLA STREET
ROALEIGH, NC 27601

PHONE: 919.877.2600
FAX: 919.877.2920

WESTIN
HOTELS & RESORTS

The
Westin
Greensboro

100 South Elm Street
Greensboro, North Carolina 27104

SITE PLAN

C100

RESOLUTION AUTHORIZING THE CONVEYANCE OF A SHARED, NON-EXCLUSIVE ACCESS EASEMENT OVER CITY PROPERTY LOCATED AT 112 EAST MARKET STREET AND RUNNING BEHIND THE BUILDINGS LOCATED AT 101-117 SOUTH ELM STREET OUT TO EAST MARKET STREET WITH AN APPROXIMATE WIDTH OF 14 FEET, SUBJECT TO VERIFICATION BY SURVEY AND THE CONDITIONS SET OUT HEREIN, FOR THE BENEFIT OF THE PROPERTIES LOCATED AT 101, 113, 115, AND 117-119 SOUTH ELM STREET TO REPLACE THEIR EXISTING ACCESS EASEMENT THAT WILL BE ACQUIRED BY THE CITY AND CLOSED AS PART OF THE FEBRUARY ONE DOWNTOWN DEVELOPMENT PROJECT

WHEREAS, as part of the construction of the February One Downtown Development Project, the City will acquire and close the existing ingress, egress, and regress easement located at 112 East Market Street and running to Davie Street, identified in DB 669, Page 576, DB 853 Page 198, and DB 1206 Page 424 and Page 436 that benefits the property owners located at 101, 113, 115, and 117-119 South Elm Street, and replace it with a new shared, non-exclusive easement to the affected property owners which will provide these property owners an equal or better ingress, egress, and regress easement to East Market Street;

WHEREAS, City Council resolved on January 16, 2018 to establish this new easement having a width of approximately ten feet wide, beginning at 112 East Market Street and running behind the buildings located at 101-117 South Elm Street out to East Market Street as more particularly described therein;

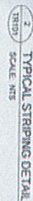
WHEREAS, City Council desires to expand the width of this new easement to approximately 14 feet, as more particularly described in the attached Exhibit A; and

WHEREAS, this easement will be subject to a temporary construction easement in favor of the City during construction planned by the February One Downtown Development, a parking license, and a permanent utility and refuse and recycling collection easement in favor of the City and/or its assigns, and a parking easement in favor of N Club, LLC.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City Council authorizes the Mayor to convey a shared, non-exclusive easement over City property located at 112 East Market Street and running behind the buildings located at 101-117 South Elm Street out to East Market Street with an approximate width of 14 feet, subject to verification by survey, for the benefit of the properties located at 101, 113, 115, and 117-119 South Elm Street to replace their existing access easement that will be acquired by the City and closed as part of the February One Downtown Development Project. This shared, non-exclusive easement shall be subject to the conditions set out above.

Ex E



NOTES

- [illegible]

LEGEND

- [illegible]

Kimley»»Hort

MC LICENSE #F-0102 2018, ©

SUITE 600
421 FAYETTEVILLE STREET
RALEIGH, NC 27601

PHONE 919.677.2000
FAX 919.677.2050

This instrument, together with the interview and descriptive assessment reports, are an integral part of services. It is intended for the specific purposes and should be stored & used accordingly. Release of any information contained in this instrument without a written authorization and signature by Kristin Smith is prohibited.

For more information, visit www.annualreport.com or call 1-800-333-3333.

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CONSTRUCTION
DOCUMENTS

NOT FOR
CONSTRUCTION

STAGE	
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Mr. Arthur Brown	
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1. The first step in the process of creating a new product is to identify a market need.
2. The second step is to develop a concept that meets the need.
3. The third step is to create a prototype of the product.
4. The fourth step is to test the prototype and gather feedback.
5. The fifth step is to refine the product based on the feedback.
6. The sixth step is to create a business plan for the product.
7. The seventh step is to secure funding for the product.
8. The eighth step is to manufacture the product.
9. The ninth step is to distribute the product to the market.
10. The tenth step is to monitor the product's performance and make adjustments as needed.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible][illegible][illegible]

1997

WESTERN

HOTELS & RESO

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The

Westin

Greensboro

10400 South Elm Street
Greensboro, North Carolina 27405

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STRENGTH PLAN - LEVEL

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